

The Pocahontas Times

TO THE HILL COUNTRY.

CONTINUED FROM FRONT PAGE.

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PRICE BROS. PUBLISHERS.

TUESDAY, MAY 28 1903.

The Road Tax of 1903.

When the county court meets in June at its annual levy time it will have to decide a question in regard to the road tax which will involve several thousand dollars.

The road law in force in this country at the present time is known as the "Alternate Road Law of 1891." This law is famous for its incompleteness and it fails to provide for certain contingencies one of which has arisen in this country.

In 1900 the law was adopted by the county as a whole and the county court levied a uniform tax on the tax payers of the county and then appropriated the same by the districts. It was an impossible task to appropriate the money in the same proportion in which it was paid and it soon became evident that the Greenbank district was getting the lion's share of the money which was appropriated for repairs to roads already established, and the other districts became dissatisfied.

At the election of 1902, three districts asked the court to submit the question to a vote in the district; and the three districts, Edray, Levels and Huntersville voted that the roads be kept up by taxation levied on each district. In other words that all the money paid by the district be expended on the roads in that particular district. In the Greenbank district no vote was taken on the question either by the county or by the district.

Section 17 of the law provides that, "Any county or district having adopted the provision of this act and wishing thereafter to discontinue the same, may do so in the same manner as provided in section 2 of this act."

Section 2 provides that the petition may ask that the roads be kept up by the district or by the county and that the same shall be submitted as the petition may ask. At one time the law was submitted on the ballot both by the county and district and whatever they would have done in case it had carried both ways is more than mortal man can fathom.

It will be noticed that the law does not say that the law is to be discontinued in the same way it was voted on the county. It seems that at all subsequent elections Section 2 applies which gives the right to submit the question both ways.

The question before the court as we see it, is, whether the election of last fall changed the status of the road law in this country? If not, then the tax will be levied without change. If on the other hand the districts which adopted the law have a right to enjoy the law by the district, levies would be made in each district for the roads of that district. But in this event what road law would be in effect in Greenbank District?

The action of the court is awaited with interest.

The Marlinton Athletic Association has at last been thoroughly organized and is fast getting every thing in shape for a thoroughly equipped gymnasium. A goodly number have already given their names, and we hope to have the best Athletic Association in the state in a short time.

A deed is being recorded in Highland County from the Greenbrier River Lumber Co. and John T. McGraw, to the Pocahontas Tanning Co. for a tract of 12,000 acres and 22 other tracts aggregating 18,587 acres lying in Pocahontas, Highland and Randolph counties.

The Marlinton Meat Market has fitted up a fine cold storage compartment for their meat.

stions, and to all appearances at the point of death.

On the way home the beauties of the scenery seemed to have a tinge of sadness and the song of the birds seemed to recall the question once asked beside the banks and brooks of Bonny Doon "How can you sing, you little bird?"

Inramonte Cottage was at last reached: Earle was there to meet Willetta, and home again is all I now have to say.

W. T. P.

Commissioner's Sale of Land.

Pursuant to a decree of the Circuit Court of Pocahontas County, West Virginia, made at the April term, 1903, in the chancery cause therein pending in which Robert L. Bird, is plaintiff and Emma J. Dilley and others are defendants the undersigned special commissioner will on

Tuesday, June 16, 1903, the first day of the June term of said court, at the front door of the court-house of said county, proceed to sell at public auction to the highest bidder the following described real estate situated in Pocahontas County, West Virginia, as follows:

1st, a tract of 22 acres situated near Edray where the said Susan E. Ervine formerly lived. This land has on it a house and is partly improved.

2nd, 1 undivided interest in a tract of 70 acres of land adjoining Giles W. Sharp, in Edray district. This land is in timber.

TERMS OF SALE—So much cash in hand as will pay cost of suit and expenses of sale, and for the residue upon a credit of six months with interest. The purchaser executing bonds with good personal security and the legal title to the land to be retained until all the purchase money is paid.

L. M. MCCLINTIC.
ANDREW PRICE.
Special Commissioners.

I, J. H. Patterson, clerk of the circuit court of Pocahontas County, West Virginia, do hereby certify that the above named special commissioners have given bond as required in said decree.

J. H. Patterson, Clerk
Plaintiffs
vs.

R. W. Hill, T. A. Sydenstricker
J. W. Beard, partners comprising the firm of Farmers Implement and Supply Company, G. G. Condesin, A. E. Kinnison and R. W. Kinnison, partners trading and doing business as A. E. Kinnison and Company; A. E. Kinnison; Scobie and Parker Company, a corporation; The Champion Wagon Company, a corporation; The Tioga National Bank, a corporation; The Hoosier Drill Company, a corporation; The Birdsell Manufacturing Company, a corporation; The Richmond Quano Company, a corporation; The Bank of Marlinton, a corporation; The First National Bank of Marlinton, a corporation; The Bank of Lewisburg, a corporation; and all the unknown creditors of the said Farmers Implement and Supply Company, whose names are to the plaintiffs unknown,

Defendants.
The object of this suit is to appoint a special receiver for the firm, the Farmers Implement and Supply Company, to convert the assets of said firm into cash and apply them pro-rata on the debts of said firm and to settle and wind up the said partnership and take accounts necessary to this end. This day came the plaintiffs by their attorneys, and on their motion, and it appearing by affidavit, filed that the defendant Scobie and Parker Company, Tioga National Bank; Hoosier Drill Company; Birdsell Manufacturing Company, and Richmond Quano Company, are corporations, and that no person can be found in the said county upon whom process can be legally served, it is ordered that they do appear within one month after the date of the first publication hereof, and do what is necessary to protect their interest in this suit.

TERMS OF SALE—So much cash in hand as will pay the sum of \$2130.00 and the costs of this suit and expenses of sale, and for the residue upon a credit of nine months from day of sale, the purchaser executing an interest bearing bond with good personal security, the title to the land to be retained as ultimate security.

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